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Statement of Work

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EXPLANATION OF STATEMENT OF WORK TERMS

BOPDOCS - The electronic document management system for the Bureau of Prisons (BOP) containing policy, regulations and directives.

CO - Contracting Officer. A Government employee, who by virtue of a Contracting Officer's Warrant, is empowered to negotiate, award, administer, cancel or terminate contracts on behalf of the United States Government.

Contract Award - The date the CO signs the contract.

COR - Contracting Officer's Representative. The Government employee, designated in writing by the CO, authorized to perform certain limited functions on behalf of the CO. The extent of COR responsibilities are outlined in Section G of the contract and the COR Designation Letter, which will be provided to the contractor.

COTR - Contracting Officer's Technical Representative. Government staff, designated in writing by the CO, who assist the COR in the performance of duties. COTR responsibilities are delineated in writing by the CO and will be provided to the contractor.

Credentials - Documents permitting primary source verification regarding qualifications including education, training, licensure, experience, board certification of an employee.

DHO - Discipline Hearing Officer. The Government trained contractor employee responsible for conducting disciplinary hearings.

Emergency - Any significant disruption of normal facility procedure, policy or activity caused by inmate disturbances, work or food strikes, food borne illness, escapes, fires, natural disasters or other serious incidents.

EOIR - Executive Office for Immigration Review. A component of the Department of Justice with responsibility for immigration hearings, review of immigration hearings and employment discrimination, document fraud and employer sanctions hearings. The mission of EOIR is to ensure fairness, competence,

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effectiveness and efficiency in decisions relating to the status of aliens in the United States and to interpret immigration laws and conduct administrative hearings and appellate reviews on a wide variety of immigration issues.

Former Inmate - A person who has been found guilty of committing a felony or misdemeanor for whom less than one year has elapsed since release from custody or any type of supervision.

HSU - Health Services Unit. The organizational unit providing routine and emergency health care. The HSU is the designated part of a facility delivering care to inmates on an ambulatory or observation basis.

IHP - Institution Hearing & Release Program. A coordinated effort between the BOP, INS and EOIR designed to meet the Attorney General's mandate to ensure removal proceedings begin as expeditiously as possible after the date of conviction for non-U.S. citizens, and that the proceedings are completed prior to the inmate's release from custody. IHP release site is a specific institution close to deportation locations where inmates who are ordered deported are designated and shall ordinarily remain until expiration of sentence.

Inmate - An individual confined under the auspices and authority of the BOP or under supervision of a Federal court.

Inmate Records - Information concerning an inmate's personal, criminal and medical history, behavior and activities while in custody. This may include detainers, personal property receipts, visitor lists, photographs, fingerprints, disciplinary infractions and actions taken, grievance reports, work assignments, program participation, miscellaneous correspondence, forms prescribed by Government policy, etc.

INS - Immigration and Naturalization Service. INS is responsible for enforcing the laws regulating the admission of foreign-born persons (i.e., aliens) to the United States and for administering various immigration benefits, including the naturalization of resident aliens.

JCAHO - Joint Commission on Accreditation of Health Care Organizations.

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Lethal Force - The force a person uses with the purpose of causing, or which they know, or should know, would create a substantial risk of causing death or serious bodily harm.

Negative Pressure Room - a room where the direction of air flow is controlled by creating a lower (negative) pressure in the area into which flow of air is desired.

NTP - Notice To Proceed. The official written notice signed by the Contracting Officer which authorizes the contractor to proceed with the contract.

OAR - Operational Availability Rate. The monthly rate for computer services/resource components which is a percentage calculated by dividing the accumulated monthly down time hours by the total number of hours of operation for a given month.

Prime Contractor - The entity to whom the Government has awarded the contract.

Professional Staff - Staff employed in the medical, educational, religious and psychological disciplines.

P.S. - Program Statement. A BOP written directive that establishes policy in a given area.

Records Office - The office responsible for maintaining records, coordination of movement and other related functions.

Removal Order - An order issued by INS or EOIR for removal of non-U.S. citizens.

Removal Hearing - A hearing before an Immigration Judge to determine if an individual will be removed from the United States.

Safety Equipment - Including , but not limited to: fire fighting equipment (e.g., chemical extinguishers, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers).

Sensitive Information - Any information which could affect the national interest, law enforcement activities, the conduct of

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Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, U.S.C.

SENTRY - The BOP's on line, real time data base system, used primarily for maintaining information about Federal inmates. It contains information about sentencing, work assignments, admission/release status and other special assignments for monitoring inmate status. The SENTRY system also includes property management and other modules which address most aspects of incarceration.

Subcontract - Any agreement entered into by the prime contractor with another entity to provide services and supplies to accomplish performance of the contract.

Warden - The contractor's official, regardless of title (e.g., Chief Executive Officer (CEO) or Facility Administrator) who has ultimate on-site responsibility for the overall management and operation of a facility.

Additional definitions are contained in the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF).

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INTRODUCTION

This Statement of Work (SOW) sets forth the contract performance requirements for the management and operation of a contractor-owned/contractor-operated low security detention facility for federal inmates. The population will ordinarily be low security adult non-U.S. citizen males with 60 months or less remaining to serve on their sentence.

Facilities shall be provided to accommodate approximately 1,500 inmates at a single site. In addition, the institution shall include a special housing unit (segregation) with a capacity of at least 10 percent of the institution's rated capacity. All 1,500 beds will be utilized as Institution Hearing Program (IHP) release site beds. Proposed facility(ies) may be new construction, expansion, or existing.

The facility shall be located in the states of Alabama, Florida, Georgia and Mississippi. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The contractor shall ensure that the facility operates in a manner consistent with the mission of the Bureau of Prisons (BOP). The BOP's mission is the protection of society by confining offenders in the controlled environments of prison and community-based facilities that are safe, humane, cost efficient and appropriately secure, that provide work and other self-improvement opportunities to assist inmates in becoming law abiding citizens.

Performance shall be for a three-year base period with 7 one-year options, exercised unilaterally by the Government, for a potential term of ten years.

Within 365 days of contract award, the contractor shall notify the Contracting Officer (CO) the facility is ready to begin accepting inmates and assume full responsibility for the operation, maintenance and security of the institution. This may occur earlier at the request of the contractor, but only if the BOP determines the contractor is capable of accepting inmates.

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1 It is essential that the contractor be fully prepared to accept
2 responsibility for performing the requirements of the contract,
3 thus ensuring the safety and security of the community.
4 Therefore, the BOP will perform numerous assessments to ensure
5 contract compliance prior to issuance of the Notice to Proceed
6 (NTP) (See Section F.2).

7 If the BOP determines the contractor is capable of accepting
8 inmates, the NTP will be issued. The contractor shall be
9 prepared to accept inmates immediately upon issuance of the NTP.

10 Unless otherwise specified, all plans, policies and procedures,
11 including those identified in the American Correctional
12 Association (ACA) Standards for Adult Local Detention Facilities
13 (ALDF), shall be developed by the contractor and submitted in
14 writing to the CO for review and concurrence prior to issuance of
15 the NTP. Once concurrence has been granted, these plans,
16 policies and procedures shall not be modified without the prior
17 written acknowledgment of the CO.

18 It is anticipated the BOP will predominantly designate non-U.S.
19 citizens with deportation orders to the facility. It is
20 anticipated this population will be comprised primarily of
21 persons from Mexico and other Central American countries.
22 However, the BOP may designate any inmate within its custody
23 utilizing the same designation criteria as used at other BOP
24 facilities. P.S. 5100.06, Security Designation and Custody
25 Classification Manual outlines the procedures for designating
26 inmates.

27 Institution policies, procedures, and staff shall appropriately
28 address the social and cultural characteristics of the inmate
29 population anticipated.

30 Designations to the institution are anticipated to occur at an
31 estimated rate of 40 inmates per week. The institution
32 designation schedule of 40 inmates per week is an estimate only.
33 Actual designations will depend upon many factors, including but
34 not limited to: the contractor's ability to provide services in
35 accordance with the contract; sentencing by the Courts; and the
36 designation process.

37 The contractor does not have a right of refusal and shall take
38 all referrals from the BOP.

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1 Unless prior written approval by the CO is granted, the
2 contractor shall house only inmates designated to the facility by
3 the BOP. The contractor is prohibited from constructing any
4 additional bed space or facilities at the contract location
5 without the written approval of the CO.

6 The contractor shall furnish all personnel, management,
7 equipment, supplies and services necessary for performance of all
8 aspects of the contract. Unless explicitly stated otherwise, the
9 contractor is responsible for all costs associated with and
10 incurred as part of providing the services outlined in this
11 contract.

12 **CONTRACT PERFORMANCE**

13 All services and programs shall comply with the SOW; the U.S.
14 Constitution; all applicable federal, state and local laws and
15 regulations; applicable Presidential Executive Orders (E.O.); all
16 applicable case law; and Court Orders. Should a conflict exist
17 between any of the aforementioned standards, the most stringent
18 shall apply. When a conflict exists and a conclusion cannot be
19 made as to which standard is more stringent, the Contracting
20 Officer (CO) shall determine the appropriate standard. The
21 contractor shall comply with and implement any applicable changes
22 to BOP policy, Department of Justice (DOJ) regulation,
23 Congressional mandate, Federal law or E.O. Should the Government
24 invoke such changes, the contractor retains rights and remedies
25 (i.e., equitable adjustment) under the terms and conditions of
26 the contract.

27 BOP reserves the right to have various staff on site to monitor
28 contract performance. The Government reserves its rights to
29 conduct announced and unannounced inspections of any part of the
30 facility at any time and by any method to assess contract
31 compliance.

32 **A. General Administration**

33 Unless otherwise specified by the CO, the contractor is required
34 to perform in accordance with the most current editions of the
35 ACA Standards ALDF and Standards Supplement. The contractor
36 shall obtain ACA accreditation within 24 months of NTP and shall

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1 maintain continual compliance with all ACA standards ALDF and
2 supplements during the performance of the contract, unless
3 otherwise specified by the BOP. Once full accreditation has been
4 obtained, the contractor shall maintain this accreditation
5 throughout the life of the contract, inclusive of any option
6 periods exercised. Failure to perform in accordance with
7 contract requirements and to obtain ACA accreditation within 24
8 months from NTP may, at a minimum, result in a reduction of the
9 contract price in accordance with the Inspection of Services
10 Clause.

11 Accomplishment of some ACA standards is augmented by BOP policy
12 and/or procedure. In these instances, the SOW identifies and
13 provides direction for the enhanced requirements.

14 This SOW contains numerous references which direct the contractor
15 to notify, contact or provide the CO with information or data.
16 Post-award the CO may formally designate other Government
17 individuals to assume those responsibilities.

18 The contractor is responsible for a Quality Control Program (QCP)
19 which ensures all requirements of this SOW are achieved. The
20 specific requirements for the QCP are detailed in Section J,
21 Attachments 2, 3, and 4 of the solicitation.

22 Several sections of this SOW require the contractor to maintain a
23 system of records identical to the BOP's. The contractor shall
24 not establish a separate system of records without prior approval
25 of the CO. All records related to contract performance shall be
26 retained in a retrievable format for the duration of the
27 contract. Except as otherwise expressly provided in this SOW,
28 the contractor shall, upon completion or termination of the
29 resulting contract, transmit to the Government any records
30 related to performance of the contract.

31 The contractor shall comply with all statutes, regulations and
32 guidelines from the National Archives and Records Administration.
33 Records and information management functions are required and
34 mandated by the following regulations: 44 U.S.C., 21, 29, 31 and
35 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-
36 130; and DOJ Order 2710.8A, Removal and Maintenance of Documents.
37 Criminal penalties for unlawfully destroying, damaging or

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removing federal records is addressed in 18 USC 2071, 793, 794 and 7989.

The contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the BOP and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgements and liability arising out of, or in connection with, any negligent acts or omissions of the contractor, its agents, subcontractors, employees, assignees or any one for whom the contractor may be responsible. The contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including those costs, expenses and attorneys fees incurred by the United States Government, the BOP and its employees or agents. The contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and contractor responses, specifically related to an inmate, shall be made part of the inmate's file.

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1 The contractor shall notify the CO immediately when a request is
2 made by a member of the United States Congress for information or
3 to visit the facility.

4 Furthermore, the CO shall be notified immediately when a request
5 is made for inmate or employee interviews or visits to the
6 facility by any representative of the media as defined by P.S.
7 1480.03, Contact with News Media. The contractor shall permit
8 inmate interviews by legitimate media consistent with P.S.
9 1480.03, Contact with News Media.

10 The contractor shall coordinate, in advance, all public
11 information related issues with the CO. All press statements and
12 releases shall be cleared, in advance, with the CO.

13 The contractor shall promptly make public announcements stating
14 the facts of unusual newsworthy incidents to local media.
15 Examples of such events include, but are not limited to: deaths;
16 escapes from custody; and institution emergencies.

17 The contractor shall ensure employees agree to use appropriate
18 disclaimers clearly stating the employees' opinions do not
19 necessarily reflect the position of the BOP or DOJ in any public
20 presentations they make or articles they write that relate to any
21 aspect of contract performance or the facility operations.

22 **B. Fiscal Management**

23 A commissary shall be operated by the contractor as a privilege
24 to inmates who will have the opportunity to purchase from the
25 commissary at least once a week. The contractor shall ensure
26 inmates spend no more on purchases than the BOP spending limit
27 excluding those items listed in P.S. 4500.04, Trust
28 Fund/Warehouse/Laundry Manual, Chapter 4526. The commissary
29 shall stock items, with the exception of prohibited items in
30 accordance with P.S. 4500.04, Chapter 4522, that are not required
31 to be furnished by the contractor. The commissary inventory
32 shall be provided to the CO upon request.

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1 The sales price for commissary items shall be computed in
2 accordance with P.S. 4500.04, Chapter 4523, however, the
3 contractor may assess state sales tax to the items if state sales
4 tax is applicable.

5 Any revenues earned in excess of those needed for commissary
6 operations shall be used solely to benefit inmates at the
7 facility.

8 Inmates are permitted to receive funds from outside sources
9 (i.e., from family, friends, bank accounts). Outside funds or
10 those generated from work may be used to pay for products and
11 services from the commissary.

12 Procedures shall be established for transferring inmate funds
13 upon release from the facility, transfer to another facility or
14 when an inmate requests a funds transfer to an outside source.
15 The contractor shall ensure that all inmates who are scheduled
16 for removal to foreign destinations are given all funds
17 immediately prior to release. Transfer of inmate funds shall
18 occur within five working days upon release from the facility,
19 transfer to another facility, or when an inmate requests a funds
20 transfer to an outside source.

21 **C. Personnel**

22 It is essential all contractor personnel (employed, unpaid or
23 subcontracted) meet the highest standards of professionalism and
24 personal integrity.

25 The contractor shall develop written standards of conduct, to
26 include those standards outlined in (Section J, Attachment 6)
27 These standards shall be maintained as a part of the contractor's
28 Personnel Policy Manual. Employees, subcontractors and
29 volunteers are expected to adhere to standards of employee
30 conduct and integrity while on and off duty. The contractor
31 shall follow procedures in (Section J, Attachment 6) in the
32 reporting and investigating standards of conduct violation(s).

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1 Prior to employees entering on duty (EOD) at the facility, the
2 contractor shall ensure the following steps are completed for
3 each applicant as noted below:

- 4 1. A pre-employment interview.
- 5 2. Law enforcement agency checks covering the past five
6 years.
- 7 3. Employment vouchering for the last five years.
- 8 4. Employment Eligibility Verification (DOJ-INS Form I-9)
- 9 5. Credit check. (For employment purposes as described in
10 the Fair Credit Reporting Act).
- 11 6. FBI Name and Fingerprint forms completed.
- 12 7. National Crime Information Center (NCIC) check.
- 13 8. National Law Enforcement Telecommunication System
14 (NLETS) check.
- 15 9. Conditional Offer of Employment.
- 16 10. Urinalysis.
- 17 11. Questionnaire for Public Trust Positions, SF-85P or
18 approved equivalent, all applicants receiving
19 conditional offer.
- 20 12. Supplemental Questionnaire for Selected Positions (OPM
21 Form 85P-3 or approved equivalent.
- 22 13. Notify CO of scheduled EOD and Limited Background
23 Investigation (LBI) initiation.

24 Contractor responsibilities subsequent to EOD:

- 25 14. Notification to CO of actual EOD within 24 hours.
- 26 15. Receipt and review of LBI report.
- 27 16. Notification to CO of decision regarding employment.

28 The contractor shall utilize the Pre-employment Interview
29 Questionnaire and Guidelines of Acceptability (Guidelines) for
30 job applicants as noted in Step 1 above (available to the
31 contractor after award). There may be occasions where a job
32 applicant's past behavior is defined as unacceptable by the
33 Guidelines, but the contractor still desires to select the
34 applicant. In this case, the contractor shall request the
35 Guidelines be waived. This waiver request shall be submitted to
36 the CO in writing and include: 1) the details and circumstances

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1 surrounding the applicant's behavior which is outside the
2 Guidelines; 2) the reason(s) why the applicant should receive
3 further consideration; and, 3) the availability of other suitable
4 applicants.

5 The contractor shall fingerprint all applicants using BOP
6 supplied forms. Completed fingerprint forms and the SF 85P and
7 SF 85P-S with original signatures and dates must be submitted to
8 the CO for each applicant offered conditional employment. The
9 BOP will initiate the National Agency Check which includes the
10 FBI name and fingerprint check. The BOP will ordinarily advise
11 the Warden or designee of the results of name and fingerprint
12 checks within 90 working days of submission to the FBI.

13 The contractor shall complete Steps 1 - 6 on each prospective
14 employee prior to submitting information required by Steps 7 and
15 8 to the CO for completion.

16 The Warden or designee of the facility shall be the contractor's
17 liaison for the processing of data required for the BOP to
18 conduct NCIC/NLETS, name and fingerprint checks. The information
19 listed below shall be provided for each on-site applicant, to
20 include subcontractor personnel and volunteers: full name (with
21 aliases, maiden name if applicable, or other names used); date of
22 birth; gender; place of birth; social security number and race.
23 Included with this information, the Warden or designee shall
24 certify Steps 1 - 6 above have been accomplished with
25 satisfactory results for each applicant.

26 The BOP may require additional information to process NCIC/NLETS
27 and name checks. Therefore, the contractor's employment
28 application document shall contain information regarding:
29 applicant height; weight; eye and hair color; markings, scars and
30 tattoos; citizenship; driver's license number and State of issue;
31 and current address.

32 The contractor shall keep the BOP apprised of the volume of
33 applicants. The BOP will ordinarily advise the Warden or
34 designee of the results of applicant NCIC/NLETS checks within
35 seven working days following receipt of accurate NCIC/NLETS data
36 from the contractor.

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1 Based upon the Warden's certification and the results of the
2 NCIC/NLETS, the BOP will grant conditional approval for the
3 applicant to work under the terms of this contract. Upon receipt
4 of this approval, the contractor may grant the applicant a
5 conditional offer of employment. The contractor shall provide
6 the CO with advance written notification of all employees'
7 scheduled EOD and shall notify the CO in the event of any
8 subsequent changes.

9 All applicants who are offered conditional employment by the
10 contractor shall be subject to urinalysis testing in accordance
11 with P.S. 3735.02, Drug Free Workplace, Section 13. If the test
12 is positive, the applicant is prohibited from working with
13 Federal inmates. All applicants who have been offered
14 conditional employment by the contractor must complete the SF 85P
15 Questionnaire for Public Trust Positions or approved equivalent.
16 Additionally, those employees who will be authorized to carry
17 weapons in the course of their employment under this contract
18 must complete the SF 85P-S Supplemental Questionnaire for
19 Selected Positions or approved equivalent. The information
20 contained on the contractor developed form will become part of
21 the background investigation for these selected positions.

22 The contractor shall ensure a LBI check, as prescribed in the
23 Scope and Coverage of a Limited Background Investigation (Section
24 J, Attachment 7) is requested and all appropriate information
25 received, by the contractor-designated entity responsible for
26 completing the LBI, prior to an employee's EOD.

27 Within one year of each on-site employee's EOD, the contractor
28 shall obtain, review, identify and resolve derogatory information
29 contained on the LBI results using the Adjudication Standards for
30 Resolving Limited Background Investigations and Periodic
31 Reinvestigations, outlined in Section J, Attachment 8, of the
32 contract. The contractor shall make a determination regarding
33 the employee's suitability for employment under this contract.
34 Investigations with little or no derogatory information will be
35 reviewed and forwarded to the CO within 90 days of the
36 investigation completion date. Investigations requiring
37 resolution of derogatory information will be forwarded within 180
38 days of the investigation completion date. Extended adjudication
39 time frames may be requested from the CO on a case-by-case basis.

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1 The contractor's determination regarding the retention of an
2 employee shall be in writing and forwarded by the Warden to the
3 CO with copies of the information obtained in Steps 1 - 5, 12 and
4 15. There may be occasions where derogatory information
5 contained in the employee's LBI is defined as unacceptable by the
6 Adjudication Standards, but the contractor still desires to
7 retain the employee. In these cases, the contractor shall submit
8 a written request for waiver of the Acceptability Standards to
9 the CO which includes the details and circumstances surrounding
10 the employee's behavior and the reason(s) why the employee should
11 be retained.

12 The BOP will be the final approval authority for all contractor
13 staff who work with Federal inmates under the terms of this
14 contract. No individual who is under supervision or jurisdiction
15 of any parole, probation or correctional authority shall be
16 employed. Persons with previous misdemeanor criminal convictions
17 or a felony conviction, who are not under supervision, may be
18 considered for employment; however, the BOP shall approve all
19 such cases. The BOP shall give consideration to such factors as
20 criminal history, time elapsed since conviction(s) and subsequent
21 adjustment in the community.

22 The contractor shall ensure all employees are reinvestigated
23 periodically, as prescribed in the Scope and Coverage of a
24 Periodic Reinvestigation in Section J, Attachment8, of the
25 contract. Employees will be required to complete required
26 investigative forms and fingerprint cards for submission to the
27 BOP. The BOP will initiate the National Agency Check, which
28 includes the name and fingerprint checks. Upon receipt, review,
29 and resolution of any derogatory information contained in the
30 reinvestigation report, the Warden shall forward to the CO a
31 written determination regarding the employee's continued
32 employment under this contract. A copy of the reinvestigation
33 report shall be attached to the Warden's written request.

34 Should the facility staff turnover rate exceed an acceptable
35 level, as referenced in ACA ALDF Standards 3-ALDF-1C-06 and as
36 determined by the CO, or repetitive NCIC/NLETS or fingerprint
37 checks are necessary due to contractor error, the actual cost of
38 processing the NCIC/NLETS, name and fingerprint checks shall be
39 withheld from the amounts due the contractor.

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1 The contractor shall ensure all employment practices are in
2 accordance with U.S. Department of Labor requirements in addition
3 to state and local requirements. Contractors are advised that
4 the following labor requirements are applicable to this contract
5 (not all comprehensive): Notice to the Government of Labor
6 Disputes; Convict Labor Act; the Service Contract Act of 1965,
7 as amended; the Contract Work Hours and Safety Standards Act -
8 Overtime Compensation; and the Fair Labor Standards Act and
9 Service Contract Act-Price Adjustment (Multiple Year and Option
10 Contracts).

11 In the absence of a collective bargaining agreement, the
12 contractor shall enter into a written employment agreement with
13 each employee assigned to work at the facility. This agreement
14 shall provide that, in recognition of the public safety
15 requirements for uninterrupted services at the facility and in
16 return for adequate consideration, including an employee
17 grievance procedure, the employee agrees not to strike or
18 otherwise interrupt normal operations at the facility without
19 giving 10 days advance written notice.

20 The contractor shall ensure that a contingency plan covering work
21 actions or strikes is included as a part of its Personnel Policy
22 Manual.

23 In the event the contractor negotiates collective bargaining
24 agreements applicable to the work force under the contract, the
25 contractor shall use its best efforts to ensure such agreements
26 contain provisions designed to assure continuity of services.
27 All such agreements entered into during the contract period of
28 performance should provide that grievances and disputes involving
29 the interpretation or application of the agreement will be
30 settled without resorting to strike, lockout, or other
31 interruption of normal operations.

32 For this purpose, each collective bargaining agreement should
33 provide an effective grievance procedure with arbitration as its
34 final step, unless the parties mutually agree upon some other
35 method of assuring continuity of operations. As part of such
36 agreements, management and labor should agree to cooperate fully
37 with the Federal Mediation and Conciliation Service. The
38 contractor shall include the substance of this clause (paragraph,
39 provision, etc.) in any subcontracts for protective services.

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1 All personnel files shall be available to the CO upon request.
2 Personnel files, including background checks, shall be maintained
3 for the duration of the contract. The contractor shall maintain
4 verification of training and experience which shall include
5 credentials for all professional staff. All credentials shall be
6 kept current and maintained for the duration of the individual's
7 performance under the contract. Personnel requirements of the
8 contractor shall convey to all on-site subcontractor personnel
9 and volunteers.

10 The following are essential personnel with respective minimum
11 qualification requirements the contractor should consider as
12 critical for performance of the contract. The contractor may use
13 other titles. Contractors who propose not to provide these
14 positions must explain how required services will be provided.
15 Within fifteen days of contract award, the contractor shall
16 submit a written request to the CO for conditional employment
17 approval of the Project Coordinator, Warden(s) and Associate
18 Warden(s). The fifteen day period may be extended for the
19 Warden(s) and Associate Warden(s) positions, if requested in
20 writing by the contractor and approved by the CO.

21 Project Coordinator - Knowledge and experience within the
22 last five years in planning and executing similar contract
23 requirements as contained within this SOW.

24 Warden(s) - Knowledge of program objectives, policies,
25 procedures and requirements for managing a secure
26 correctional facility. A minimum of 10 years experience in
27 corrections or related field with experience in the
28 management of a correctional facility at the Associate
29 Warden level or above.

30 Associate Warden(s) - Knowledge of program objectives,
31 policies, procedures and requirements for managing a
32 correctional facility. A minimum of 10 years experience in
33 corrections or related field with experience in the field of
34 corrections at the level of mid-management.

35 The essential personnel listed below are commonly referred to as
36 department heads with the following qualification requirements
37 considered critical for the performance of this contract:

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1 knowledge of program objectives, policies, procedures and
2 requirements specific to their department. A minimum of five
3 years experience specific to their department is required.

4 Administrator, Religious Services
5 Case Management Coordinator
6 Chief, Correctional Services
7 Computer Services Manager
8 Correctional Shift Supervisors
9 Facilities Manager/Administrator
10 Food Service Administrator
11 Inmate Systems/Records Office Manager
12 Medical Services Administrator
13 Quality Control Specialist
14 Safety/Environmental Specialist

15 The Administrator, Religious Services shall meet the
16 certification standards of the American Correctional Chaplains
17 Association.

18 A minimum of 33% of the contractor's total facility staff shall
19 be bilingual in Spanish and English.

20 The number and type of staff described in the contractor's
21 staffing plan accepted in the resulting contract shall be
22 maintained as the minimally acceptable staff complement
23 throughout the term of the contract. Any and all requests to
24 reduce staffing levels or staff utilization at the facility shall
25 be submitted in writing to the CO for approval prior to
26 implementation.

27 Daily correctional staff assignment rosters which reflect both
28 scheduled and actual assignments, by shift and for each post,
29 shall be maintained for the facility.

30 **D. Training and Staff Development**

31 To assist the contractor in performing some specialized
32 requirements, the Government will provide the following training.
33 The Government will provide the specialized training on a one-

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time basis only. To receive the training, the contractor must:
submit a written request to the CO within 30 days after contract
award; unless otherwise advised by the Government, provide
necessary training facilities; and pay all costs associated with
contractor staff attendance.

1. Records Office Training (Records Office Staff)
 - a. Movement Coordination Training - 8 hours
 - b. Principles of Sentence Computation - 40 hours
 - c. Maintenance, Retirement and Disposal of Inmate Files - 8 hours
2. Correctional Programs (Affected Staff)
 - a. Case Management/Central Inmate Monitoring - 40 hours
 - b. Disciplinary Procedures - 24 hours
 - c. Disciplinary Hearing Officer Training - 80 hours
3. Other
 - a. SENTRY Training - Inmate Systems; Correctional Services; Financial Management; Correctional Programs, Health Services; Other staff - (40 hours)
 - b. Human Resource Management (24 hours) - For contractor's human resource management staff including background investigation issues.
 - c. Self-Study Courses
 1. SENTRY Technical Reference
 2. Jail Credit/Inoperative Time
 3. Judgement and Commitment File
 4. Detainer/Writs/Interstate Agreement on Detainers
 5. SENTRY General Use
 6. Sentence Reform Act Computation
 7. Population Accountability Training

The contractor may request, at its expense and subject to the approval of the CO, additional Government training to supplement the initial training outlined above or other training as it applies to BOP-mandated contract performance.

The contractor shall develop and implement a comprehensive staff training program addressing the institution's sexual

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1 abuse/assault prevention and intervention program. Written
2 policy, procedure and practice shall provide that all staff, to
3 include volunteers, receive such training prior to EOD and on an
4 annual basis as part of the institution's in-service training
5 plan.

6 Pre-service and in-service training shall be augmented with
7 specialized training for appropriate staff (e.g., case managers,
8 counselors, psychology services staff, chaplaincy staff,
9 correctional officers, investigatory officials, health/mental
10 health care providers, etc.).

11 The contractor shall provide disturbance control training to
12 appropriate staff. Certified disturbance control instructors
13 shall be used to conduct emergency training at the facility.
14 Certification must be from a CO-approved federal, state or county
15 training academy or program. The use and carrying of weapons for
16 training shall meet all federal, state and local laws and
17 regulations.

18 **E. Case Records (Inmate Files)**

19 All inmate files (e.g., central files, medical files, etc.) are
20 to be prepared, maintained, in accordance with the BOP format.
21 The contractor will send the CO all files that are to be retired
22 or otherwise disposed of.

23 Policy and procedures shall be developed to ensure the
24 confidentiality and security of all inmate central and special
25 files (e.g., U.S. Parole Commission mini-files) in accordance
26 with P.S. 5800.07, Inmate Systems Management Manual, P.S.
27 5800.09, Central File, Privacy Folder and Parole Mini-Files and
28 in accordance with all applicable federal provisions (e.g., 5
29 U.S.C. 552 and 552a).

30 The contractor shall interact with other agencies to satisfy
31 outstanding inmate obligations including, but not limited to: 1)
32 processing of federal and state writs; 2) administration of the
33 Interstate Agreement on Detainers; 3) detainer inquiries; 4)
34 lodging and removal of Detainers; 5) notification requests from
35 other agencies; and 6) coordination of transfer/inmate movement
36 in and out of the facility in accordance with P.S. 5800.07,

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1 Inmate Systems Management Manual, Chapter 8; P.S. 5130.05,
2 Detainers and the Interstate Agreement on Detainers; P.S.
3 5875.08, Transfers of Inmates to State Agents for Production on
4 State Writs; and, P.S. 5800.08, Receiving and Discharge Manual.
5 No inmate shall be admitted to, or released from, institution
6 custody without prior BOP approval.

7 The contractor shall: 1) maintain file accountability and
8 security; 2) respond to inmate inquiries; 3) respond to outside
9 requests for information; 4) other related functions; 5) post
10 good conduct time for sentence computations; 6) verify release
11 methods and dates prior to an inmate's release; and 7) other
12 related functions.

13 The contractor shall comply with the Privacy Act of 1974, (5
14 U.S.C. 552a) and 28 CFR, Parts 16 and 513.

15 **F. Information Systems and Research**

16 The BOP's Information System environment includes mainframe,
17 local area network (LAN) and wide area network (WAN) components.

18 The BOP's mainframe software environment exists in an internally-
19 developed application named SENTRY which is used to support
20 facility operations. The contractor shall provide and maintain
21 hardware and software to access SENTRY, in the manner referenced
22 in Section J, Attachment 17, to operate the facility.

23 The technical hardware environment in which computer services are
24 to be performed consists of IBM-compatible Personal Computers
25 (PCS) operating on a LAN. In addition to providing for the
26 inter-connection of PC workstations, the LAN also provides
27 connections to a BOP centralized gateway which connects to an
28 IBM-compatible mainframe computer located in a DOJ data center.

29 All Network operating system hardware not furnished by the
30 Government must remain compatible with BOP equipment throughout
31 the life of the contract.

32 The contractor is required to provide the hardware and software
33 contained in Section J, Attachment 17 in order to participate in
34 the BOP's information system environment.

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1 All network operating system software, applications software and
2 configurations not furnished by the Government shall be the same
3 release, version and configuration currently specified by the CO
4 throughout the life of the contract. The contractor shall adhere
5 to P.S. 1237.10, Network Standards and its associated Technical
6 Reference Manual (T.R.M.).

7 The contractor shall ensure the inmate "automated system of
8 records" will be compatible with standard BOP facility and
9 operational requirements.

10 The contractor shall use SENTRY for the following procedures:
11 admissions and releases; inmate counts; medical data; inmate
12 classification and programming; education data; discipline data
13 and the victim/witness program. The contractor has the option to
14 use SENTRY for any other procedures as approved by the CO.

15 The contractor shall adhere to P.S. 1237.11, Information Security
16 Programs which governs such areas as: security for, and access
17 to, sensitive information and systems; minimum personnel security
18 pre-requisites for computer system users and administrators; and
19 security and access to computer rooms, etc.

20 The contractor shall ensure fundamental information technology
21 resources (computer hardware, network and operating system
22 software and telecommunications facilities) used in performance
23 of this contract function properly and are maintained in good
24 operating condition. A minimum operational availability rate
25 (OAR) of 97% is required for all such resource components. The
26 contractor shall ensure that such resources shall be compatible
27 with existing BOP equipment, systems and data exchange functions.

28 Groupwise shall be configured as a secondary domain to the BOP
29 primary domain and shall have no physical or logical connections
30 to any external mail system. The contractor's network shall have
31 no physical or logical connectivity to any external systems
32 except to the BOP WAN, unless specifically approved in advance by
33 the CO.

34 Advance approval from the CO shall be obtained for all proposed
35 research projects. These include projects conducted by the
36 contractor, subcontractors or any other party. The CO shall be
37 kept advised of the progress of all research projects, have total

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1 access to all documents and be provided a copy of the final
2 report prior to any publication.

3 The contractor is required to participate in any research task
4 pursued by the Government and shall gather and provide any
5 information requested. Contractor participation is anticipated
6 to be primarily in the area of gathering and submitting
7 statistical information. Research data shall be provided to the
8 Government through SENTRY and/or through the automated data entry
9 facility of the BOP's General Retrieval System (GRS) or other
10 means as specified by the Government. The Government will
11 provide software for the GRS.

12 At the discretion and request of the CO, the contractor shall
13 distribute the Staff Prison Social Climate Survey to a sampling
14 of staff at the facility (ranging from 35 to 100 percent). The
15 Government shall determine the survey sample. The contractor
16 shall allow staff to complete the survey (generally 45 minutes)
17 while in a paid status, collect the surveys and provide them to
18 the CO.

19 At the discretion of the Government, an independent evaluator,
20 compensated by the Government, may interview and/or administer
21 surveys to staff and inmates.

22 **G. VOLUNTEERS**

23 Volunteers are expected to adhere to same standards of employee
24 conduct and integrity while on and off duty as required in
25 Section C, "Personnel". The contractor shall follow procedures
26 in (Section J, Attachment 6) in the reporting and investigating
27 standards of conduct violation(s).

28
29 Volunteers must be 18 or older. Ex-offenders may be utilized as
30 volunteers but shall not be granted waivers from training or
31 investigative requirements. Ex-offender volunteers are not
32 permitted in Protective Custody Units and shall not be granted
33 waivers for unescorted status or passes. The BOP will be the
34 final approval authority for all volunteers. The contractor
35 shall develop forms to administer the volunteer program. The
36 contractor may use BP-S580.053 (Application for Volunteer
37 Service) and BP-S585.053 (Volunteer Interview Summary) to develop
38 contractor forms.

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1 The Warden or designee shall be the contractor's liaison for the
2 processing of data required for the BOP to conduct NCIC/NLETS,
3 name and fingerprint checks. The following information is
4 required for each volunteer, e.g., full name (with aliases,
5 maiden name if applicable, or other names used); date of birth;
6 gender; place of birth; social security number and race.
7 Additional information may be needed to process NCIC/NLETS and
8 name checks. Therefore, the contractor's volunteer application
9 document shall contain information regarding the volunteer's
10 height; weight; eye and hair color; markings, scars and tattoos;
11 citizenship; driver's license number and State of issue; and
12 current address.

13 The contractor shall complete the following steps for each
14 volunteer working in the facility:

- 15 1. An application for volunteer service.
- 16 2. A summary of the volunteer's interview.
- 17 3. NCIC check.
- 18 4. NLETS check.
- 19 5. FBI Name and Fingerprint forms completed.

20 Completed fingerprint forms and the application for volunteer
21 service with original signatures and dates must be submitted to
22 the CO for each volunteer. The BOP will initiate the National
23 Agency Check which includes the FBI name and fingerprint check.
24 The BOP will ordinarily advise the Warden or designee of the
25 results of the applicant's NCIC/NLETS checks within seven working
26 days following receipt of accurate NCIC/NLETS data from the
27 contractor. The BOP will ordinarily advise the Warden or
28 designee of the results of name and fingerprint checks within 90
29 working days of submission to the FBI.

30 Volunteer files, including background checks, shall be maintained
31 for the duration of the contract. The contractor shall maintain
32 verification of training and experience which shall include
33 credentials for all professional staff. All credentials shall be
34 kept current and maintained for the duration of the individual's
35 performance under the contract.

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H. Physical Plant

The facility operation and maintenance shall ensure that inmates are housed in a safe, secure and humane manner. All equipment, supplies and services shall be contractor furnished except as otherwise noted.

The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

For new construction, the contractor shall design and construct the institution perimeter security fence, institution housing unit outer walls/roofs/floors and egress doors and locks in accordance with BOP design standards. The BOP standards are provided in Section J, Attachment 14.

The institution shall provide housing configurations commensurate with the security needs of the population.

The contractor shall provide and maintain an electronic security alarm system which will identify any unauthorized access to the institution's secure perimeter.

The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

- (1) The Uniform Building Code (UBC), with the State of facility location's Amendments
- (2) The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- (3) The Standard Building Code (SBC)

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1 In the event the jurisdiction in which the facility is located
2 does not mandate use of UBC, BOCA NBC or SBC, then the facility
3 shall comply with the BOCA NBC.

4 Whether new construction or existing physical plant, fire
5 protection and life safety issues shall be governed by the latest
6 edition of the National Fire Protection Association (NFPA) 101,
7 Code for Safety to Life from Fire in Buildings and Structures and
8 applicable National Fire Codes (NFC). Should conflicts occur
9 between NBC and NFC, NFC shall apply.

10 E.O. 12699 - Whether new construction or existing physical plant,
11 the facility shall comply with the Seismic Safety of Federal and
12 Federally Assisted or Regulated New Building Construction. The
13 seismic safety requirements as set forth in either the 1991
14 International Conference of Building Officials, the UBC, the 1992
15 BOCA, NBC (or the 1992 Amendments to the Southern Building Code
16 Congress) or SBC are the minimum standards. Should the code
17 applicable for the state in which the facility is located be more
18 stringent than the other codes set forth herein, the state code
19 shall prevail.

20 The facility, whether new construction or existing physical
21 plant, shall comply with the requirements of the Architectural
22 Barriers Act of 1968 as amended and the Rehabilitation Act of
23 1973 as amended. The standards for facility accessibility by
24 physically handicapped persons as set forth in Attachment 7 of
25 "Uniform Federal Accessibility Standards/Fed Std. - 795, 4/01/88
26 Edition" (UFAS) shall apply. All areas of the buildings and site
27 shall meet these requirements.

28
29 Activities which are implemented, in whole or in part, with
30 federal funds, must comply with applicable legislation and
31 regulations established to protect the human or physical
32 environment and to ensure public opportunity for review. The
33 contractor shall remain in compliance with federal statutes
34 during performance of the contract including, but not limited to:
35 the following Acts: Clean Air, Clean Water, Endangered Species,
36 Resources Conservation and Recovery; and other applicable laws,
37 regulations and requirements. The contractor shall also comply
38 with all applicable limitations and mitigation identified in any
39 Environmental Assessment or Environmental Impact Statement
40 prepared in conjunction with the contract pursuant to the

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1 National Environmental Policy Act, 42U.S.C. 4321. Section J,
2 Attachment 16.

3 The contractor shall be responsible for and shall indemnify and
4 hold the Government harmless for any and all spills, releases,
5 emission, disposal and discharges of any toxic or hazardous
6 substance, any pollutant, or any waste, whether sudden or
7 gradual, caused by or arising under the performance of the
8 contract or any substance, material, equipment, or facility
9 utilized therefor. For the purposes of any environmental statute
10 or regulation, the contractor shall be considered the "owner and
11 operator" for any facility utilized in the performance of the
12 contract, and shall indemnify and hold the Government harmless
13 for the failure to adhere to any applicable law or regulation
14 established to protect the human or physical environment. The
15 contractor shall be responsible in the same manner as above
16 regardless of whether activities leading to or causing a spill,
17 release, emission or discharge are performed by the contractor,
18 its agent or designee, an inmate, visitors, or any third party.

19 Should any spills or releases of any substance into the
20 environment occur, the contractor shall immediately report the
21 incident to the CO. The liability for the spill or release of
22 such substances rests solely with the contractor and its agent.

23 A safety program shall be maintained in compliance with all
24 applicable Federal, state and local laws, statutes, regulations
25 and codes. The contractor shall comply with the requirements of
26 the Occupational Safety and Health Act of 1970 and all codes and
27 regulations associated with 29 CFR 1910 and 1926.

28 Fire Alarm Systems and Equipment - All fire detection,
29 communication, alarm, annunciation, suppression and related
30 equipment shall be operated, inspected, maintained and tested in
31 accordance with the most current edition of the applicable NEC
32 and Life Safety Codes.

33 The contractor shall provide outside lighting sufficient to
34 illuminate the entire institution and secure perimeter with at
35 least 1.5 candle power per square foot in all areas.

36 For new construction or existing physical plant, final and
37 completed, design/construction documents shall be submitted to

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1 the CO by the contractor prior to issuance of the NTP. For all
2 new construction, the construction schedule shall be updated to
3 reflect current progress and submitted to the CO on a monthly
4 basis. BOP staff will make periodic visits during construction
5 to verify contractor progress and compliance with contract
6 requirements. As-built drawings and current drawings of the
7 buildings and site utilities shall be maintained in a secure
8 location during construction and contract performance. These
9 updates shall be provided to the CO within 30 days of any changes
10 made. Site utilities include, but are not limited to: water and
11 sewer lines; gas lines; tunnels; steam lines; chilled water
12 lines; recording layouts; elevations; modifications; additions;
13 etc. Two copies of the as-built drawings shall be provided to
14 the CO in AUTOCAD release 14.0 on a CD-ROM no later than 90 days
15 after issuance of the NTP.

16 Promptly after the occurrence of any physical damage to the
17 institution (including disturbances), the contractor shall report
18 such damage to the CO. It shall be the responsibility of the
19 contractor to repair such damage, to rebuild or restore the
20 institution.

21 The BOP anticipates a nominal number of BOP staff will be on-site
22 to monitor contract performance and manage other BOP interests
23 associated with operation of the facility. A number of EOIR and
24 INS staff will be operating on site to conduct IHP operations.

25 With BOP concurrence, the contractor shall provide operational
26 space for BOP, EOIR and INS operations. The BOP will require
27 approximately 4,956 square feet; EOIR approximately 575 square
28 feet; and INS approximately 3,000 square feet. Section J,
29 Attachment 15 outlines specific requirements. All office and
30 multiple use space shall be complete with appropriate electrical,
31 communication, and phone connections.

32 Government space shall be climate controlled and located
33 consistent with the administrative office space for the
34 contractor's staff. Government-occupied space shall be separate
35 from, but accessible to, inmate housing units and the centralized
36 visiting area. The contractor shall be responsible for all
37 maintenance, security and costs associated with space designated
38 for Government staff.

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1 The contractor shall provide no less than 30 parking spaces for
2 Government use.

3 **I. Security and Control**

4 A minimum of five counts shall be conducted every 24 hours with
5 at least one being a stand-up count. SENTRY shall be used for
6 reporting all counts. All counts shall be documented in separate
7 logs maintained in the applicable locations where inmates are
8 housed, control center and shift supervisor's office and shall be
9 maintained for a minimum of 30 days.

10 Policy and procedures for the maintenance and security of keys
11 and locking mechanisms shall be developed. The procedures shall
12 include, but are not limited to: method of inspection to expose
13 compromised locks or locking mechanisms; method of replacement
14 for all damaged keys and/or locks; a preventive maintenance
15 schedule for servicing locks and locking mechanisms and method of
16 logging all work performed on locks and locking mechanisms;
17 policy for restricting security keys from 24-hour issue or
18 removal from the institution; and method of issuing emergency
19 keys. Emergency keys shall be available for ALL areas of the
20 institution to which emergency access or egress may be necessary.
21 The procedures shall include notification of the CO in the event
22 any keys or mechanisms are compromised.

23 Staff responsible for lock maintenance shall receive training and
24 be certified from a CO-approved training program specializing in
25 the operation of locks and locking mechanisms.

26 The contractor shall provide constant armed perimeter
27 surveillance of the facility. Surveillance may be provided via a
28 minimum of two motorized security patrols or a system of towers.

29 The contractor shall implement policy and procedures which
30 prohibit inmates from approaching within 20 feet of the alarmed
31 secure perimeter fence.

32 Policy and procedures shall require that controlled tools and
33 equipment be classified by security risk and those most likely to
34 be used in an escape or as a weapon be issued to inmates only
35 under direct staff supervision.

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1 The contractor is responsible for the movement/transportation of
2 all inmates designated to the institution within a 300 mile
3 radius of the contract facility. Examples of circumstances
4 requiring inmate movement/transportation include, but are not
5 limited to: outside medical care; funeral and bedside trips;
6 transfer or movement to/from other Government facilities; and
7 airlift sites. The contractor's transportation procedures shall
8 ensure staff and inmate security and safety. The contractor
9 shall utilize restraint equipment identical to the BOP's when
10 one-for-one equipment exchange is required (e.g., airlifts).

11 The contractor shall develop clothing procedures for inmates
12 transferred from the facility to other facilities. The following
13 conditions must be incorporated into those procedures: (1) khaki
14 shirts; (2) khaki pants allowing for use of restroom facilities
15 while in restraints; (3) no hard sole or hard toe shoes; and, (4)
16 non-interchangeable transportation/regular facility clothing.

17 Transportation clothing collected from inmates transferred to the
18 facility may be laundered, stored and reused (for transportation
19 only). However, sufficient and appropriate transfer clothing
20 shall be available at all times and the contractor shall not rely
21 on the clothing collected from transferred inmates to meet the
22 need to supply transportation clothing.

23 Policy and procedures for collecting, analyzing and disseminating
24 intelligence information regarding issues affecting safety,
25 security and the orderly running of the facility shall be
26 developed. This information should include, but not be limited
27 to: gang affiliations; domestic terrorist groups; tracking of
28 inmates having advanced skills in areas of concern (locksmiths,
29 gunsmiths, explosives, computers, etc.); narcotics trafficking;
30 mail and correspondences; inmate financial information; inmate
31 telephone calls; visiting room activity; and actions of high
32 profile inmates. The contractor shall share all intelligence
33 information with the Government.

34 The contractor shall submit to the CO a proposed inventory of
35 intervention equipment (e.g., weapons, munitions, chemical
36 agents, electronics/stun technology, etc.) intended for use
37 during performance of this contract. The intervention equipment
38 shall be approved by the CO prior to issuance of the NTP. The
39 approved intervention equipment inventory shall not be modified

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1 without prior written approval of the CO. P.S. 5500.09,
2 Correctional Services Manual contains guidance regarding current
3 BOP standards for intervention equipment.

4 The contractor shall obtain the appropriate authority from state
5 or local law enforcement agencies to use force as necessary,
6 (consistent with applicable policies of the federal government)
7 to maintain the security of the institution. The use of force by
8 the contractor shall at all times be consistent with all
9 applicable policies of the federal government. All use of lethal
10 force by the contractor or any other authority shall be in
11 compliance with P.S. 5558.12, Firearms and Badges and P.S.
12 5568.04, After Action Reporting and Review.

13 All use of less-lethal force by the contractor or any other
14 authority shall be in compliance with P.S. 5566.05, Use of Force
15 and Application of Restraints on Inmates.

16 The contractor shall make provisions for obtaining arrest
17 authority from local law enforcement agencies, such that an
18 officer or employee of the contractor may:

19 (1) make arrests on or off facility property without
20 warrant for the following violations regardless of
21 where the violation may occur: assaulting staff,
22 escape, attempted escape and assisting escape;

23 (2) make arrests on facility property without warrant for
24 the following violations: theft, depredation of
25 property, contraband, mutiny and/or riot, and trespass;
26 and

27 (3) arrest without warrant for any other offense committed
28 on facility property if necessary to safeguard
29 security, good order or Government property;

30 if such officer or employee of the contractor has reasonable
31 grounds to believe the arrested person is guilty of such offense
32 and if there is likelihood of such person's escaping before an
33 arrest warrant can be obtained. If the arrested person is a
34 fugitive from custody, such inmate shall be returned to custody.

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1 The contractor shall comply with the policies and procedures for
2 establishment of a sexual abuse/assault program as contained in
3 P.S. 5324.04, Sexual Abuse/Assault Prevention and Intervention
4 Program.

5 The contractor shall report all criminal activity related to the
6 performance of this contract to the appropriate law enforcement
7 investigative agency (e.g., BOP, Federal Bureau of Investigation,
8 United States Marshals Service, state and local authorities).

9 The contractor shall immediately report all serious incidents to
10 the CO. Serious incidents include, but are not limited to the
11 following: activation of disturbance control team(s);
12 disturbances (including gang activities, group demonstrations,
13 food boycotts, work strikes, work-place violence, civil
14 disturbances/protests); staff use of force including use of
15 lethal and less-lethal force (includes inmates in restraints more
16 than eight hours); assaults on staff/inmates resulting in
17 injuries requiring medical attention (does not include routine
18 medical evaluation after the incident); fights resulting in
19 injuries requiring medical attention; fires; full or partial
20 lockdown of the facility; escape; weapons discharge; suicide
21 attempts; deaths; hunger strikes; adverse incidents that attract
22 unusual interest or significant publicity; adverse weather (e.g.,
23 hurricanes, floods, ice/snow storms, heat waves, tornadoes);
24 fence damage; power outages; bomb threats; central inmate
25 monitoring cases admitted to a community hospital; witness
26 security cases taken outside the facility; significant
27 environmental problems that impact the facility operations;
28 transportation accidents (airlift, bus, etc.) resulting in
29 injuries, death or property damage; and sexual assaults.

30 Immediately following CO notification, the contractor shall
31 report any serious incident using WAN Form 583, Report of
32 Incident completed in accordance with P.S. 5500.07, Correctional
33 Services Manual.

34 The Government may investigate any incident pertaining to
35 performance of this contract. The contractor shall cooperate
36 with the Government on all such investigations.

37 The contractor shall maintain a urine surveillance program at the
38 facility which complies with P.S. 6060.05, Urine Surveillance to

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1 Detect and Deter Illegal Drug Use. A laboratory certified by the
2 Department of Health and Human Services National Institute of
3 Drug Abuse shall be utilized for testing.

4 The contractor's contraband control procedures shall include
5 frequent pat searches of inmates and the use of supervised walk-
6 through and hand-held metal detectors.

7 **J. Safety and Emergency Procedures**

8 The contractor shall submit an institution emergency plan to be
9 fully operational prior to issuance of the NTP. The plan shall
10 receive the concurrence of the CO prior to implementation and
11 shall not be modified without written CO concurrence.

12 The contractor shall have written agreements with appropriate
13 state and local authorities that provide for notification and
14 requests for assistance in the event of incidents that may have
15 an adverse impact on the community.

16 The emergency plan shall include provisions for two or more
17 disturbance control teams. Protective clothing and equipment for
18 each team member and 30 percent of all additional institution
19 staff shall be provided by the contractor and maintained in a
20 secure location outside the secure perimeter of the facility.

21 Any decision by the BOP or other Federal agencies to provide
22 and/or direct emergency assistance will be at the discretion of
23 the Government. The contractor shall reimburse the Government
24 for any and all expenses incurred as a result of providing such
25 assistance.

26 The CO shall be notified immediately in the event of an escape.
27 Attempts to apprehend the escapee(s) shall be in accordance with
28 the Emergency Plan. The contractor shall follow notification
29 practices and procedures as set forth in P.S 5553.05,
30 Escapes/Deaths Notification and WAN Form 583, Report of Incident.

31 **K. Discipline**

32 The contractor shall comply with the policy and procedures for
33 inmate discipline as contained in 28 CFR 541 and P.S. 5270.07,

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1 Discipline and Special Housing Units. The contractor's DHO and
2 alternate must be trained and certified by the BOP prior to
3 issuance of the NTP. All data regarding the discipline incident
4 report process for inmates shall be entered into SENTRY.

5 **L. Inmate Rights**

6 The contractor shall stock and provide inmates with BOP
7 administrative remedy forms to accommodate any claims directly
8 related to BOP matters (e.g., sentence computation, designation
9 and transfer issues, discipline matters and prior custody). The
10 contractor shall forward such grievances to the CO. In addition
11 to meeting ACA ALDF standards regarding access to legal material,
12 the contractor shall insure inmate's have access to immigration
13 law materials.

14 The contractor shall comply with the Religious Freedom
15 Restoration Act and ensure the religious services programs are
16 consistent with this Act.

17 **M. Reception and Orientation**

18 The contractor shall comply with P.S. 5800.08, Receiving and
19 Discharge Manual when entering inmate admission and release data.

20 The search of inmates admitted to the facility or released to any
21 authority shall include a strip search performed by contractor
22 staff. The search shall be conducted by persons of the same
23 gender, except in urgent circumstances.

24 Inmates shall be fingerprinted using Government supplied forms
25 and submitted to the FBI in accordance with P.S. 5040.04, FBI
26 Forms, Submission to the FBI and P.S. 5800.08 Receiving and
27 Discharge Manual.

28 The intake process shall include, at a minimum, medical and
29 social screening prior to inmate release to the general
30 population. Psychological screening shall be conducted within 24
31 hours of arrival at the facility.

32 The contractor shall ensure all requirements related to P.S.
33 5180.04, Central Inmate Monitoring Manual are maintained.

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1 In cases where inmates are being transferred to or from foreign
2 countries, 28 CFR 527 and 18 U.S.C. 4100, et seq. shall be
3 followed.

4 The contractor is advised that P.S. 5580.05, Personal Property,
5 Inmate provides procedures related to inmate property. Property
6 of inmates transferred to other facilities shall meet the
7 requirements of the above Program Statement. In the event
8 property outside the scope of P.S. 5580.05 accompanies an inmate
9 departing the contract facility, the property shall be returned
10 to the facility for disposition at the contractor's expense. All
11 inmate personal property shall be inventoried and a BOP Form 383,
12 Inmate Personal Property Record completed upon inmate admission
13 and discharge.

14 **N. Classification**

15 Inmates shall be housed using the functional unit concept. The
16 contractor shall ensure that appropriate supervision, informal
17 interaction and early problem identification and resolution are
18 provided.

19 Unit team members shall be accessible from the housing unit and
20 available to the population. Individual and group counseling
21 shall be available.

22 Programming shall be reviewed with individual inmates on a
23 regular basis.

24 The contractor shall enter and keep current all required BOP
25 SENTRY transactions and written documentation related to the
26 classification and program review of inmates, progress reports
27 and central inmate monitoring system. A system of records and
28 review to ensure compliance with P.S. 5100.06, Security
29 Designation and Custody Classification Manual, and 28 CFR 524
30 shall be maintained.

31 The contractor shall follow all applicable provisions related to
32 the Violent Crime Control and Law Enforcement Act of 1994 (P.L.
33 103-322), ensuring all notification requirements for inmates are
34 accomplished for appropriate inmates.

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1 The facility shall develop and maintain a financial
2 responsibility system mandating inmates to establish a financial
3 plan to meet legitimate financial obligations in accordance with
4 28 CFR 545.10.

5 The contractor shall develop policy and procedures for the
6 facility concerning victim and/or witness notification for
7 appropriate inmates which meet the requirements outlined in 28
8 CFR 551 and the Victim and Witness Protection Act of 1982.

9 **O. Health Care**

10 The contractor shall provide all essential health services while
11 meeting the applicable standards and levels of quality
12 established by the ACA and the designated BOP National health
13 care accreditation provider, the Joint Commission on
14 Accreditation of Health Care Organizations (JCAHO). In addition,
15 the contractor shall adhere to all applicable federal, state and
16 local laws and regulations governing delivery of health services.

17 The contractor's facility shall obtain full accreditation by the
18 BOP's accepted medical accreditation organization within 24
19 months of NTP and shall maintain continual compliance with the
20 accreditation standards during performance of the contract. The
21 BOP's current medical accreditation is by JCAHO.

22 The contractor shall provide medical services commensurate to the
23 level of care available in the community. The contractor is
24 referred to the following list of BOP P.S.'s, Operations
25 Memorandum (OM) and Technical Reference Manuals (TRM) as guides to
26 the BOP's standard of health care delivery:

27	P.S. 6000.05	Health Services Manual (HSM)
28	P.S. 6010.01	Psychiatric Treatment and Medication,
29		Administration Safeguards for
30	P.S. 6080.01	Autopsies, Authority to Order
31	P.S. 6100.01	Health Promotion and Disease Prevention for
32		Inmates
33	P.S. 6190.02	Infectious Disease Management
34	OM 247-94	Inmate Use of Medical Bed Boards
35	OM 169-95	Program Review Guidelines - Health Services -
36		Institutions

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1 TRM 011-01 Pharmacy Technical Reference Manual
2 TRM 008.02 Sentry Medical SMD/MDS Technical Reference
3 Manual

4 Administration - prior to issuance of NTP, the contractor shall
5 designate a health services Point of Contact (POC) for the
6 facility who shall be responsible for the delivery of health
7 services under the contract. The POC shall have full authority
8 to act on behalf of the contractor on all matters relating to the
9 operation of the health services portion of the contract.

10 All health care services shall be provided within the facility
11 Health Services Unit (HSU). The contractor shall establish
12 arrangements with local health care providers to provide
13 emergency and medically necessary outpatient & inpatient health
14 care not provided within the facility.

15 The contractor shall provide a minimum of one negative pressure
16 room with the ventilation rate a minimum of twelve (12) air
17 exchanges per hour. The room shall also have an exhaust system
18 to direct flow of air from the room to the outdoors or through
19 high-efficiency particulate air filters (HEPA). The Contractor
20 shall have a negative pressure sensor device that will
21 continuously monitor the pressure within the room.

22 Services - The contractor shall have written plans and procedures
23 for providing urgent medical, health, mental health and dental
24 services for the facility. The plans shall include, but are not
25 limited to the following: 24 hour coverage, seven days a week,
26 for emergency medical treatment, health, mental health and dental
27 care; initial health screening; health appraisal examination;
28 daily triage of complaints; sick call procedures; special medical
29 programs and services for, but not limited to, inmates with
30 chronic health care needs or requiring convalescent care; mental
31 health and substance abuse services; staffing/health care
32 specialists; ancillary services - radiology, laboratory, etc.;
33 dental services - routine and emergency; pharmaceutical services
34 and supplies; optometry services; health education; medical
35 diets; infectious diseases; and quality control/peer reviews.

36 The contractor will adhere to Part 1 of the most current version
37 of the Pharmacy Technical Reference Manual, the BOP National
38 Formulary. The contractor will obtain signed informed consents

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1 for medications used for psychiatric treatment, which is found in
2 Part 2 of the most current version of the Pharmacy Technical
3 Reference Manual.

4 Infectious Disease - The contractor shall comply with all OSHA
5 regulations in the delivery of health care services. All inmates
6 shall be screened for tuberculosis (TB) at intake. TB screening
7 is mandatory for all inmates. All newly committed inmates shall
8 receive TB screening by Purified Protein Derivative (PPD)
9 [Mantoux (administration of PPD) method], or by chest x-ray. The
10 PPD shall be the primary screening method unless this diagnostic
11 test is contraindicated; then a chest x-ray is obtained. The
12 contractor shall ensure that all inmates are tested in accordance
13 with P.S. 6190.02, "Infectious Disease Management". All inmates
14 must receive an annual test for tuberculosis.

15 The contractor shall comply with the most recent Department of
16 Health and Human Services (DHHS) "Controlling TB in Correctional
17 Facilities".

18 The contractor shall comply with the most recent DHHS "Guidelines
19 for the Use of Antiretroviral Agents in HIV-Infected Adults and
20 Adolescents".

21 The contractor shall comply with the most recent BOP Program
22 Statement P.S. 6190.02, "Infectious Disease Management" regarding
23 the testing of inmates for HIV, Hepatitis B, and Hepatitis C.

24 The contractor shall comply with the most recent National
25 Institutes of Health (NIH) "Consensus Statement on the Management
26 of Hepatitis C".

27 The contractor shall submit all HIV testing results to the BOP
28 Medical Director at the time results are available.

29 The contractor shall provide Preventive Health Care to include
30 immunizations consistent with those recommended by the U.S.
31 Preventive Health Task Force.

32 For the treatment of chronic diseases, the contractor shall
33 utilize the most current version of the "Global Initiative for
34 Asthma" from the National Heart, Lung, and Blood Institute, "The

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1 Sixth Report of the Joint National Committee on Prevention,
2 Detection, Evaluation, and Treatment of High Blood Pressure" from
3 the NIH, the "Detection, Evaluation and Treatment of High Blood
4 Cholesterol in Adults" from NIH, and the "Standards of Medical
5 Care for Patients with Diabetes Mellitus" from the American
6 Diabetes Association, as a guide. The Health Services Division
7 has issued guidelines from the Office of the Medical Director,
8 based upon these nationally recognized programs which are
9 tailored to the correctional environment. These are available
10 from the Health Services Division.

11
12 Inmate Death - In the event of inmate death, the contractor shall
13 immediately notify the CO and submit a written report within 24
14 hours. The written report will include, a minimum of, the
15 deceased's name, age, register number, date of death, preliminary
16 cause of death, place of death, and narrative containing brief
17 clinical synopsis of events leading to death (including staff
18 response and hospitalization) and past medical history. The
19 contractor shall fingerprint (right thumb or right index) the
20 deceased. Staff performing the fingerprinting shall date and
21 sign the fingerprint card to ensure that positive identification
22 has been made and file the card in the inmate's file. The
23 contractor is required to perform Mortality Reviews consulting
24 Chapter XII of the Health Services Manual for guidance.

25 Personal property of the deceased inmate shall be inventoried and
26 forwarded to the designated family member, the nearest of kin or
27 the Consular Officer of the inmate's country of legal residence.

28 If death is due to violence, accident surrounded by unusual or
29 questionable circumstances, or is sudden and the deceased has not
30 been under immediate medical supervision, the contractor shall
31 notify the coroner of the local jurisdiction to request review of
32 the case, and if necessary, examination of the body (e.g.,
33 autopsy). The contractor will obtain the autopsy report if one
34 is performed.

35 The contractor shall establish coroner notification procedures
36 outlining such issues as performance of an autopsy, who will
37 perform the autopsy, obtaining state-approved death certificates
38 and local transportation of the body.

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1 The contractor shall ensure the body is turned over to the
2 designated family member, the nearest of kin or the Consular
3 Officer of the inmate's country of legal residence.

4 The medical file for the inmate should be turned over to the
5 BOP's Medical Director within 30 days after the inmate's death,
6 along with the Mortality Review.

7 Medical Records - Consistency in content and format of medical
8 records of inmates transferring between the facilities and other
9 Government facilities is a critical component of care for
10 inmates. The contractor shall adhere to the HSM, Chapter 5,
11 Sections 1 through 17, in preparing, formatting, documenting,
12 maintaining, releasing and all medico-legal aspects of an
13 inmate's medical record. The contractor is responsible for
14 supplying medical record folders, consistent with the
15 specification provided by the BOP, only for those inmates who are
16 new designations into the facility or in cases where transferred
17 medical records cannot be located. The Government shall provide
18 the contractor a copy of all applicable Government forms
19 necessary to document an inmate's medical record.

20 The contractor shall comply with HSM, Chapter 2, Section 3 for
21 the reporting and accountability of medical data on all inmates
22 assigned to the facility including utilizing the SMD/MDS TRM.

23 The contractor shall comply with HSM, Chapter 7, Section 2
24 regarding transfers and medical designations of inmates assigned
25 to the facility. Medical designations to BOP Medical Centers or
26 other Government facilities will be at the sole discretion of the
27 BOP. In order to transport, the patient must be medically
28 cleared and stable for their mode of travel.

29 Other - The contractor shall furnish prescription eyeglasses to
30 any inmate whose vision is 20/50 or worse in any eye.

31 TeleHealth - The BOP utilizes TeleHealth whenever possible and
32 encourages the contractor to utilize TeleHealth also.

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P. Work and Correctional Industries

Inmate labor shall be used in accordance with the inmate work plan developed by the contractor. The inmate work plan may include work or program assignments for industrial, maintenance, custodial, service or other jobs. The inmate work program shall not conflict with any other requirement of the contract and must comply with all applicable laws and regulations.

Inmates shall not be used to perform the responsibilities or duties of an employee of the contractor. Appropriate safety/protective clothing and equipment shall be provided to the inmate population as appropriate. Inmates shall not be assigned work considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands.

As applicable, inmates shall be paid identical rates of pay as those established by P.S. 5251.04, Inmate Work and Performance Pay Program and 28 CFR 545.20.

Q. Academic and Vocational Education

The contractor may provide voluntary educational programs (e.g., English-as-a-Second-Language).

The contractor shall comply with the Protection of Children from Sexual Predators Act of 1998 (P.L. 105-314), Section 108. Inmates shall be restricted from access to interactive computer services.

Newspapers and other reading materials in languages applicable to the inmate population shall be provided in sufficient quantity and in a timely manner.

The contractor shall develop and make available to all inmates an education program which addresses the subject of sexual assault/sexual abuse. The content of the educational program must include topics such as: recognizing behaviors that are inappropriate, harassing, or assaultive; how to seek protection; privacy rights; medical/psychological programs for victims of

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1 abuse; how to make confidential reporting of sensitive issues to
2 institution staff, the BOP or the OIG. The contractor shall
3 augment the educational program by distributing informational
4 posters and pamphlets to the inmate population.

5
6 **R. Recreation and Activities**

7 The contractor shall develop adequate and meaningful recreation
8 programs for inmates at the facility. The contractor shall
9 ensure sufficient correctional staff are assigned to supervise
10 all inmate recreation activities.

11 The contractor shall not permit any of the restricted items or
12 practices identified in Section 611 of the Omnibus Consolidated
13 and Emergency Supplemental Appropriations for Fiscal Year 1999
14 (P.L. 105-277) in the facility.

15 The contractor shall not permit any of the information or
16 material identified in Section 614 of the Omnibus Consolidated
17 and Emergency Supplemental Appropriations for Fiscal Year 1999
18 (P.L. 105-277) in the facility.

19 **S. Mail, Telephone and Visiting**

20 The contractor shall provide a telephone system for inmates
21 capable of accommodating both debit and collect telephone calls.
22 The contractor shall establish procedures that permit inmates to
23 make telephone calls, including in cases of emergency or
24 indigence.

25 All inmates, with the exception of inmates in the Special Housing
26 or Control Unit, shall be allowed a minimum of 120 minutes of
27 collect calling per month unless telephone privileges have been
28 suspended as part of a disciplinary sanction.

29 Inmates in the Special Housing or Control Unit, are entitled to a
30 minimum of one social call per month.

31 The system shall prevent inmates from calling any telephone
32 number not included on the inmate's official telephone list.
33 This list shall be generated within five working days of an
34 inmate's arrival at the facility and may contain up to 30

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1 telephone numbers that the inmate is authorized to call. Calls
2 may be made via debit or collect procedures, except as otherwise
3 authorized by the Warden of the facility for good cause.

4 The contractor shall ensure and document that any individual
5 (United States residents only) placed on an inmate's telephone
6 list receives notice that they have been placed on such list.
7 The notice shall advise the individual of the procedures for
8 removal from the telephone list. The contractor shall ensure the
9 telephone numbers of an inmate's crime victim or victims are not
10 included on the telephone list. The contractor shall allow each
11 inmate the opportunity to update their telephone list up to three
12 times per month, except as otherwise authorized by the Warden of
13 the facility for good cause.

14 The contractor shall monitor and record inmate telephone
15 conversations. The contractor shall provide notice to inmates of
16 the potential for monitoring. However, the contractor shall also
17 provide procedures at the facility for inmates to be able to
18 place unmonitored telephone calls to their attorneys of record.

19 Telephone rates shall not exceed the dominant carrier tariff rate
20 and shall conform to all applicable federal, state and local
21 telephone regulations.

22 Any income received by the contractor as a result of inmate
23 telephone calls which is in excess of expenses incurred, to
24 include refunds/rebates from carriers, shall offset the cost of
25 this contract. The contractor shall provide the CO with copies
26 of any contracts between the contractor and the inmate telephone
27 system provider(s). The contractor shall provide the CO with all
28 documentation in support of any agreement that the contractor has
29 regarding income, refunds, rebates and other monetary or non-
30 monetary reimbursements involving the inmate telephone system.
31 The contractor shall also provide the CO with copies of all
32 invoices and other documentation of expenses incurred and income
33 received in regards to the inmate telephone system with its
34 monthly request for contract payment and apply the credit against
35 the monthly payment. The CO shall have total access to all
36 telephone operation records.

37 In addition to meeting the requirements of the ALDF standards
38 regarding visiting, the contractor must insure inmates are

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1 provided the opportunity to meet with their Consular Officer of
2 the inmate's country of legal residence.

3 **REFERENCES**

4 BOP Program Statements (Policies) referenced in this SOW are
5 available through the BOP's Web Site on the Internet at
6 <http://www.bop.gov>.

7 Other references are available through applicable Government
8 Internet sites.